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sion nor the right to possession, at the time of the conversion. *Halliday v. Holgate*, L. R. 3 Ex. 299. However, it is now generally held that the pledgor may sue in trover when the pledgee sells wrongfully after maturity, on the theory that the tortious act vests the right to possession in the pledgor. *Neiler v. Kelley*, 69 Pa. St. 403; *Feige v. Burt*, 118 Mich. 243, 77 N. W. 928; *King v. Boerne State Bank*, 159 S. W. 433 (Tex. Civ. App.). See 13 HARV. L. REV. 55; 18 *ibid.* 610. And since the sale was made by the president in the scope of his authority, and for the benefit of the bank, the latter should be liable in trover also. *Johnston Fife Hat Co. v. Nat. Bank of Guthrie*, 4 Okla. 17, 44 Pac. 192.

POST-OFFICE — USE OF MAILS TO DEFRAUD — WHAT CONSTITUTES "SCHEME OR ARTIFICE." — The defendant, as president of a corporation engaged in a legitimate business, mailed a fraudulent statement of its financial condition to a bank to induce a loan to the corporation. The use of the mail for any scheme or artifice to defraud or obtain money by false pretenses is unlawful. CRIM. CODE, § 215; 35 U. S. STAT. AT L. 1130. The defense was that this single transaction in connection with a legitimate business was not a "scheme or artifice" within the meaning of the statute. *Held*, that the defendant was guilty of a violation of the statute. *Bettman v. United States*, 224 Fed. 819 (C. C. A., 6th Circ.).

Until the latest amendment, this statute only provided against the use of the mails for a scheme or artifice to defraud. REV. STAT., § 5480; as amended, 25 U. S. STAT. AT L. 873. The underlying purpose of the statute was stated to be the broad one of reserving the mails to legitimate business. See *Horman v. United States*, 116 Fed. 350. Further, the phrase "scheme or artifice" received a very broad construction. *Durland v. United States*, 161 U. S. 306, 313; *United States v. Stever*, 222 U. S. 167, 173; *O'Hara v. United States*, 129 Fed. 551, 555. The amendment making criminal a scheme or artifice to obtain money by false pretenses considerably broadened the scope of the act. Misrepresentations of financial condition mailed to one that he might induce others to make loans relying upon those representations constitutes use of the mails for a scheme within the statute. *United States v. Young*, 232 U. S. 155. Also such single transactions as a blackmailing letter, or an attempt to obtain goods by mailing a worthless check in payment, are "schemes" within the statute. *Weeber v. United States*, 62 Fed. 740; *Harrison v. United States*, 200 Fed. 662, 665; *Charles v. United States*, 213 Fed. 707, 712. Even under the unamended statute a transaction apparently indistinguishable from that in the principal case was held to fall within the statute. *Scheinberg v. United States*, 213 Fed. 757. In view of the fact that the broad interpretation always given to this act was nevertheless followed by amendments extending its scope, the principal case seems necessarily correct.

QUASI-CONTRACTS — RESCISSION OF CONTRACT FOR SALE OF LAND BY PURCHASER — RECOVERY BY VENDOR FOR USE AND OCCUPATION. — A purchaser in possession under a contract for the sale of land, on the ground of a breach by the vendor, rescinded the contract and recovered back the part payment he had already made, but no interest thereon. The vendor sues for the value of the use and occupation of the premises. *Held*, that he cannot recover. *Castle v. Armstead*, 168 App. Div. (N. Y.) 466.

It is well settled that an action for use and occupation lies only where there is the "relation of landlord and tenant" between the parties. 2 TAYLOR, LANDLORD AND TENANT, 9 ed., § 636. Some courts construe this to exclude cases where the relation is that of vendor and purchaser. *Smith v. Stewart*, 6 Johns. (N. Y.) 46; *Ankeny v. Clark*, 148 U. S. 345, 359. But the better view is merely that the defendant must have been in possession in acknowledged subordination to the plaintiff's title. *Clark v. Green*, 35 Ga. 92. This is a necessary premise for those cases, representing the weight of authority, which